

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
30 E. Broad Street, 14th Floor )  
Columbus, Ohio 43215 )

CASE NO.

JUDGE

Plaintiff,

v.

**COMPLAINT AND REQUEST FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, CONSUMER  
DAMAGES, AND CIVIL PENALTIES**

WEYLIN W. STEWART )  
Individually, and dba )  
GUTTER AND DOWNSPOUT LLC )  
and dba ROOFLESS GENERAL )  
CONTRACTING LLC )  
1445 Bexton Loop )  
Columbus, Ohio 43209 )

and

ROOFLESS GENERAL )  
CONTRACTING LLC )  
P.O. Box 9802 )  
Bexley, Ohio 43209 )

and

GUTTER AND DOWNSPOUT LLC )  
P.O. Box 9802 )  
Bexley, Ohio 43209 )

Defendants. )

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07.

2. The actions, described below, of Defendants Weylin W. Stewart, individually and doing business as Gutter and Downspout LLC and as Roofless General Contracting LLC (“Stewart”), Gutter and Downspout LLC (“Gutter”), and Roofless General Contracting LLC (“Roofless”) (collectively “Defendants”), have occurred in the State of Ohio, including in Franklin County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (C)(3), in that Franklin County is where individual Defendant Stewart resides and where Defendants conducted some of the transactions complained of herein.

**DEFENDANTS**

5. Defendant Stewart is a natural person who resides at 1445 Bexton Loop, Columbus, Ohio 43209.
6. Defendant Gutter is an Ohio limited liability corporation.
7. Defendant Roofless is an Ohio limited liability corporation.
8. Defendant Stewart is the owner of Defendants Gutter and Roofless.
9. Defendants represented that the mailing address for Defendant Gutter is P.O. Box 9802, Bexley, Ohio 43209.
10. Defendants represented that the mailing address for Defendant Roofless is P.O. Box 9802, Bexley, Ohio 43209.

11. Defendant Stewart did business using the names Gutter and Downspout LLC and Roofless General Contracting LLC.
12. Defendant Stewart also is known to do business using the name Weylin Largent.
13. Defendant Stewart directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Gutter, as described in this Complaint.
14. Defendant Stewart directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Roofless, as described in this Complaint.
15. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services to consumers.
16. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Franklin County and other counties in Ohio for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).
17. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

**STATEMENT OF FACTS**

18. On August 23, 2017, the Attorney General filed a lawsuit against Stewart in the Franklin County Court of Common Pleas alleging that he had violated the CSPA while providing home improvement work. *State ex rel. DeWine v. Stewart*, Franklin County Case No. 17-CV-7594.
19. Stewart ignored that 2017 lawsuit, and the Court granted a default judgment against him. On August 14, 2018, the Court entered a Nunc Pro Tunc Final Judgment Entry and Order Against Defendant Stewart, assessing damages and civil penalties. Stewart was ordered to pay \$36,604.45 in consumer damages and a \$40,000 civil penalty. Stewart was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed to the State of Ohio.
20. To date, Stewart has not paid any of the consumer damages or civil penalties awarded by the judgment in *State ex rel. DeWine v. Stewart*, Franklin County Case No. 17-CV-7594.
21. In the time since the 2018 judgment, Defendants solicited and sold home improvement goods and services at the residences of consumers.
22. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
23. Defendants encouraged consumers to file insurance claims to repair damage to their homes and then would have the consumers give them their insurance money when they received payment from their insurance companies.
24. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.

25. Defendants' form contracts do not properly notify consumers about their right to cancel the contract.
26. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
27. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
28. For some consumers, Defendants began to provide the services but did not complete the work.
29. Consumers who did not receive their goods or services requested refunds from Defendants.
30. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
31. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

**FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-one (1-31) of this Complaint.
33. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.

**Count II – Shoddy Workmanship**

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-one (1-31) of this Complaint.
35. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.
36. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count III – Soliciting Work While Having an Unpaid Judgment**

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-one (1-31) of this Complaint.
38. Defendant Stewart engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by soliciting consumers for home improvement repairs and services while having an unpaid judgment arising from previous consumer transactions.
39. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant Stewart committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA**

**Count I – Failure to Provide Proper Notice of Right to Cancel**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-one (1-31) of this Complaint.

41. Defendants violated R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.
42. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names, the name Weylin Largent, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- B. DECLARE that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of Defendants as set forth in this Complaint.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).

- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE A PERMANENT INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transactions with Ohio consumers.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

*/s/ Tracy Morrison Dickens*  
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